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10 **UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

11 In re:

12 **PG&E CORPORATION,**

13 **- and -**

14 **PACIFIC GAS AND ELECTRIC COMPANY,**

15 **Debtors.**

- 16  Affects PG&E Corporation  
17  Affects Pacific Gas and Electric Company  
18  Affects both Debtors

\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION MODIFYING  
PRIOR STIPULATION AND  
ORDER REGARDING PROOF OF  
CLAIM OF DR. JIRIES  
MOGANNAM AND CINDY  
MOGANNAM**

[Related to Dkt. Nos. 9700, 9740]

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1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as debtors and reorganized debtors (collectively, the “**Debtors**” or the “**Reorganized**  
3 **Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), on the one hand, and Dr. Jiries  
4 Mogannam and Cindy Mogannam (“**Movants**”), on the other hand, by and through their  
5 respective counsel, hereby stipulate and agree as follows:

6 **RECITALS**

7 A. On December 3, 2020, the Parties entered into that certain *Stipulation Permitting*  
8 *Dr. Jiries Mogannam and Cindy Mogannam to Amend Previously Filed Proof of Claim*, dated  
9 December 3, 2020 [Dkt. No. 9700] (the “**Original Stipulation**”).

10 B. On December 4, 2020, the Court entered the corresponding *Order Approving*  
11 *Stipulation Permitting Dr. Jiries Mogannam and Cindy Mogannam to Amend Previously Filed*  
12 *Proof of Claim*, dated December 4, 2020 [Dkt. No. 9740] (the “**Original Order**”).

13 C. The Original Stipulation inadvertently defined the term “**Original Proof of Claim**”  
14 to mean “Proof of Claim No. 10160.”<sup>1</sup> The Parties intended to define the term “Original Proof of  
15 Claim” to mean “Proof of Claim No. 31120, filed on October 17, 2019, by Dr. Jiries Mogannam.”

16 D. The Fire Victim Trustee has reviewed this Stipulation and has no objection to the  
17 agreements set forth herein or to entry of an Order approving the terms of this Stipulation.

18 E. The Parties hereto desire to revise the definition of “Original Proof of Claim” for all  
19 purposes with respect to the Original Stipulation and Original Order.

20 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**  
21 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**  
22 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**  
**UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY**  
**COURT TO ORDER, THAT:**

23 1. The definition of “Original Proof of Claim” as set forth in the Original Stipulation  
24 and incorporated by reference into the Original Order shall be amended and restated in its entirety  
25 as “Proof of Claim No. 31120, filed on October 17, 2019, by Dr. Jiries Mogannam”. Any

27 <sup>1</sup> Prime Clerk has not taken any action with respect to the claims register pursuant to the Original  
28 Stipulation or Original Order.

1 reference to Proof of Claim No. 10160 shall be stricken from the Original Stipulation and Original  
2 Order.

3       2. Except as expressly modified and amended pursuant to Paragraph 1 above, the terms  
4 of the Original Stipulation and Original Order shall remain in full force and effect and shall not  
5 otherwise be modified or amended by the terms hereof.

6       3. In the event that the terms of this Stipulation are not approved by the Bankruptcy  
7 Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
8 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

9       4. This Stipulation shall be binding on the Parties and each of their successors in  
10 interest.

11       5. This Stipulation may be executed in counterparts, each of which shall be deemed an  
12 original but all of which together shall constitute one and the same agreement.

13       6. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
14 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

15 Dated: December 10, 2020

16 WEIL GOTSHAL & MANGES LLP

Dated: December 10, 2020

LAW OFFICE OF ROBERT M. BONE

18 /s/ *Matthew Goren*

19 Matthew Goren, Esq.

20 *Attorneys for Debtors  
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/s/ *Robert M. Bone*

Robert M. Bone, Esq.

21 *Attorneys for Dr. Jiries Mogannam and Cindy  
Mogannam*